

Via Electronic and U.S. Mail

August 10, 2018

Mr. James A. Zellmer  
Deputy Division Administrator  
Wisconsin Department of Natural Resources  
101 S. Webster St.  
P.O. Box 7921  
Madison, WI 53701-7921

Ms. Linda Holst  
Region 5 Acting Water Division Director  
Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604-3507

RE: Armenia Growers Coalition

Dear Mr. Zellmer and Ms. Holst:

On behalf of the Armenia Growers Coalition (AGC), this responds to your joint letter issued August 3, 2018 following the meeting held in Madison, Wisconsin, on July 30, 2018. This letter responds to the seven (7) points provided in your letter in the order presented:

1. Alternative Water Supplies for Well Owners with Groundwater Exceeding 10 mg/l Nitrate Contamination

As of this writing, AGC has sent 45 letters to affected well owners identified in the agricultural corridor. We await the provision of contact information for the final three homeowners which we understand EPA will be providing to Juneau County and then ultimately to AGC so that those letters may be sent. As of this writing, AGC has received a total of 17 calls from the 45 homeowners responding to the letter, 15 of whom have accepted AGC's offer of immediate drinking water. A two-week supply of bottled water per person per home was delivered the same day as the call/request was received. So long as the homeowners accept the offer of a point-of-use system, drinking water deliveries will continue until the water treatment system is installed and verified to meet drinking water standards. Additionally, AGC will send follow up letters early next week to those homes that have not yet responded to the first letter. Thereafter, any further more direct follow up with nonresponders would be coordinated through the counties. Attached is a FAQ that AGC has shared. We will continue to keep you updated as the weeks progress.

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2. Long-Term Treatment Systems for Well Owners with Groundwater Exceeding 10 mg/l Nitrate Contamination

The Coalition is very close to finalizing the arrangements for the water treatment systems to be installed. A slide is attached providing product details from AO Smith. AGC has secured a performance guarantee from the manufacturer that the systems will bring nitrate levels to below 10 mg/L at a maximum inflow concentration of 50 mg/L. Additionally, AGC has secured a warranty of one year for crucial components. As of now, AGC is providing the systems and a complimentary replacement filter and the homeowners will be instructed on the maintenance of the systems. Our understanding is that the filter can last several months to a couple of years of operation. We will require the homeowners to sign a simple access agreement to allow the installation.

AGC is unwilling at this time to commit to any long-term maintenance of these systems. These systems have been proven to be effective in reducing nitrate concentration to at or below 10.0 mg/l and we would expect their performance to continue here.

3. Long-Term Monitoring and Additional Sampling

At this point in time, AGC is not willing to conduct in-home water quality sampling. Rather, sampling of any homes in the agricultural corridor in the future will be coordinated through Juneau and Wood Counties consistent with the attached draft Memorandum of Understanding (MOU) which is under development. Any funding for additional well sampling to be conducted by the counties that could be provided to the counties by your respective agencies would be welcome. At the counties' request, AGC and the counties met on Thursday, August 9, 2018 to discuss progress and the MOU arrangements and representatives of both of your agencies were participant.

4. EPA Involvement

AGC is appreciative of DNR's offer to be the point of contact to keep EPA informed and indeed that is reflected in the draft MOU under consideration. Copies of the draft MOU were provided during yesterday's meeting and it is under development. We will, therefore, stay in close contact with whomever you designate from DNR to serve in this role.

5. Reporting

AGC is willing to participate in further discussions regarding this topic.

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6. Memorandum of Understanding

As noted above, an MOU is under development and we would anticipate that DNR would be a signatory to that MOU reflecting its communication role with EPA, as noted above.

7. Long-Term Source Control

As noted above, AGC is willing to participate in those discussions moving forward.

Very truly yours,

**MICHAEL BEST & FRIEDRICH LLP**



David A. Crass

Enclosure

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## **ARMENIA GROWERS COALITION**

P.O. Box 330  
Bancroft, WI 54921-0330

August 2018

Dear Neighbor,

The newly formed Armenia Growers Coalition is made up of three area farms working together to address water quality issues in our community. The Coalition's members are Wysocki Produce Farm, B & D Farms and Okray Farms. We believe prompt action is the right step because recent tests of some private wells in this area indicate elevated levels of nitrates.

Starting last week, the Coalition offered to purchase and install a point-of-use water treatment system for affected homes at no cost to homeowners whose wells were recently tested by public officials. Installation of this system will help ensure access to clean drinking water as defined by state and federal standards. It should be noted that such systems are effective so long as a well is code compliant and that the system is properly installed. The Coalition will work with a local professional plumber for these issues.

In the short term, the Coalition is providing complimentary bottled water for responding homeowners. Our focus now is working to ensure our neighbors have access to safe drinking water that meets state and federal standards.

Below you will find some frequently asked questions about this issue. If you have any further questions, please call 715.335.8486 from 8 a.m.—4 p.m. Monday through Friday. Thank you.

Respectfully,

Armenia Growers Coalition

## **FREQUENTLY ASKED QUESTIONS**

**Q: How long will it take to get a point-of-use treatment system installed?**

A: Once the homeowner agrees to installation, it will likely take about two weeks to complete the work. We will work with our plumbing teams to be as prompt as possible, but we anticipate it would take about that amount of time.

**Q: Which plumber will do the work?**

A: It will be a licensed plumber from the area who is qualified to do the work. Because of the amount of work, we're not sure which plumber would come to each particular home.

**Q: What kind of equipment are you installing? How does the point-of-use water treatment system work?**

A: The Coalition is currently reviewing proposed systems.

**Q: I haven't had my water tested, but want bottled water and the point-of-use treatment system.**

A: At this time, this offer is being made available only to homes that have had their wells tested and show elevated levels of nitrate. We are happy to work with other homeowners on how to go about having their water/well tested through Juneau County officials.

**Q: Can I continue to get bottled water after installation of the point-of-use treatment system?**

A: We expect the point-of-use water treatment system will provide drinking water that meets state and federal standards. We believe that once the system is installed and properly operating, bottled water will no longer be needed. Until the system is installed, the Coalition will provide bottled water to those who are committed to system installation and have a code compliant well. The Coalition envisions providing bottled water until a responding homeowner has a point-of-use treatment system installed and water is verified to be at levels that meet state and federal standards.

**Q: Will more homes be added to the list of those that need point-of-use treatment systems and bottled water?**

A: As additional testing is performed by Juneau County officials, it is possible that more homes with elevated nitrate levels may be added to the list, and the Coalition will make the same offer of installing a point-of-use treatment system and offering bottled water to affected homes in this area.

**Q: What if a homeowner doesn't want the point-of-use treatment system, but wants bottled water?**

A: We want to find a proper solution to the issue of elevated nitrate levels, and a point-of-use system treatment system is the best step at this point. The Armenia Growers Coalition is only offering bottled water to homeowners who agree to install the point-of-use water system. The Coalition envisions providing bottled water until a responding homeowner has a point-of-use treatment system installed and the water is verified to meet state and federal drinking water standards.

**Q: What if my well isn't code compliant?**

A: The point-of-use treatment system will only function as intended if a well is code compliant. We can talk with homeowners about what steps they will need to take if their well is not code compliant, but we can only install point-of-use treatment systems in homes where the well is code compliant.

**Q: Will the Armenia Growers Coalition pay for wells to be dug deeper?**

A: Right now, the Coalition is focused on providing point-of-use treatment systems and bottled water to ensure residents have access to safe drinking water. Discussions may occur in the future regarding other long term remedies.

**Q: Whose fault is this? How did this happen?**

A: There is not one entity or company to blame. The cause of elevated nitrate levels in the groundwater is most likely due to legacy agricultural practices in our area going back as far as the 1950s. More discussion should be held about the cause, but today we are working to ensure our neighbors have access to safe drinking water that meets state and federal standards.

**Q: Is the Central Sands CAFO to blame for the high nitrate levels?**

A: High nitrate levels have been detected in the area well before the Central Sands CAFO began. This has more to do with the legacy farming practices.

**Q: How long will bottled water be available?**

A: The Armenia Growers Coalition will continue to provide bottled water until a point-of-use water treatment system is installed and operational in responding homes and water is verified to be at levels that meet state and federal standards. We believe that once the system is installed and properly operating, bottled water will no longer be needed.

**Q: Can I install the point-of-use system myself and get reimbursed?**

A: No. In order to qualify for this program, a licensed plumber must complete the installation.

**Q: Who will pay for the upkeep and maintenance of the point-of-use system?**

A: The installation of the system will be free provided that the homeowner's well is code compliant. The Coalition will provide at least one filter change. Filters can last between several months and approximately two years. Further maintenance details will be provided at the time of system installation.

**Q: What if I'm pregnant?**

A: If you're pregnant or suspect that you may be, we strongly advise that you only drink bottled water until the point-of-use treatment system is installed.

**Q: Do I have to sign anything before agreeing to the installation of the point-of-use water treatment system?**

A: Homeowners will be asked to sign a simple access agreement for permission for the licensed plumber to enter the home and install the treatment system.

**Q: Who do I call if I have questions?**

A: Please call the Armenia Growers Coalition at 715.335.8486 from 8 a.m.—4 p.m. Monday through Friday if you have any questions. Homeowners also can contact the Juneau County Health Department at 608-847-9373.

# Drinking Water (Point-of-Use) Solution

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**UP TO 99% REDUCTION OF 79 CONTAMINANTS** including lead



Full system certified to NSF/ ANSI Standards 42, 53, 58, 401 and conforms to NSF protocol P473.



## MEMORANDUM OF UNDERSTANDING

- A. This Memorandum of Understanding (MOU) is entered this       day of August, 2018, by and between the Wisconsin Department of Natural Resources (WDNR), Juneau County, Wisconsin and the Armenia Growers Coalition Background

WHEREAS Juneau County, in the interest of ensuring its residents have access to safe drinking water, has tested private potable wells in the County and discovered some wells exceed the state drinking water standard of 10 mg/L for nitrates.

WHEREAS additional testing was previously performed by George Kraft in a study published in 1995 by Central Wisconsin Groundwater Center titled Port Edwards Groundwater Priority Watershed indicating there is a legacy of agricultural practices in an agricultural corridor in Juneau County and southern Wood County west of the Wisconsin River.

WHEREAS the Armenia Growers Coalition (AGC) represents three farms that are currently the predominant farmers in the agricultural corridor west of the Wisconsin River.

WHEREAS AGC, in receipt of the aforementioned testing results, has voluntarily coordinated and collaborated with Juneau County on a response effort to offer residents in the corridor with wells testing above 10 mg/L for nitrates an in-home water treatment system and drinking water resources until installation of such a system (the Clean Drinking Water Plan).

### B. Agreement

The process the Parties agree to follow to implement the Clean Drinking Water Plan is as follows:

1. Water Treatment System, for purposes of this MOU, means a reverse osmosis or a similar treatment system that will reduce nitrates in drinking water to below 10 mg/L to be professionally installed by licensed professional selected by AGC. This system will provide drinking water to a spigot located at the kitchen sink and/or, depending on water pressure requirements, appliance compatibility, the recommendation of the licensed plumber, the refrigerator.
2. For private residential well located in the agricultural corridor in Juneau County west of the Wisconsin River that have been identified by Juneau County to provide water that contains nitrates in concentrations above 10mg/L ("nitrate impacted") as of the execution of this MOU, it is understood that:
  - a. Juneau County has provided AGC a confidential list of addresses for each of the wells it has identified as having nitrate exceedances.
  - b. AGC has sent a letter to each identified well owner, making an offer outlined in Section 3.d below.
  - c. If AGC does not hear from a homeowner letter recipient within one week, it will send a follow up correspondence.
  - d. If AGC does not hear from the homeowner within a week of sending the second communication, it will attempt to call or email the homeowner with the offer.



- e. If AGC is unable to reach the homeowner via phone or email, it will report the lack of contact establishment to the Juneau County Health Department. The Juneau County Health Department will then assume primary responsibility for contacting the homeowner regarding the Clean Drinking Water Plan.
  - f. If the homeowner accepts the offer to install a Water Treatment System, the procedures in 3.e-f will apply.
3. After the signing of this MOU, if the Juneau County Health Department receives a report and testing results(s) conducted by a laboratory certified by DNR, that a private residential well located in the agricultural corridor in Juneau County west of the Wisconsin River has been identified to be nitrate impacted, it is understood that:
- a. The Juneau County Health Department will verify the sampling results, including re-testing the drinking water in the event the sample was not collected by the Juneau County Health Department. The Juneau County Health Department will also notify the owner(s) of the residence of the test results and provide the owner with the contact information for the Juneau County Land and Water Resources Department.
  - b. The County Land and Water Resources Department will then do four (4) things: 1) advise the homeowner not to drink the water, 2) advise the homeowner to contact the WDNR and report the test results, and 3) confidentially send AGC the contact information for the homeowner, and 4) inform the homeowner of the Clean Water Drinking Plan and provide AGC's contact details should the homeowner wish to reach out directly to AGC to arrange for immediate home delivery of safe drinking water and the installation of a Water Treatment System.
  - c. Upon receipt of contact information from Juneau County for a homeowner with a nitrate impacted well, AGC will send a letter making the offer outlined in Section 3.d. below, and will provide follow up communications as described above in Section 2.c-e.
  - d. If contacted by a homeowner in the agricultural corridor in Juneau County with a nitrate impacted residential well that has been identified by Juneau County, AGC will take two (2) actions regardless of the suspected source of the nitrates:
    - 1) Offer the homeowner a Water Treatment System that will bring their drinking water under the 10 mg/L limit, at no cost to the homeowner, so long as a licensed plumber, chosen by AGC, determines the homeowner's well and plumbing is code compliant and reasonably compatible;
    - 2) Offer to immediately send the homeowner a two week supply of drinking water. If the homeowner accepts the offer of a Water Treatment System within two weeks, then AGC will continue to supply the homeowner with drinking water until the Water Treatment System is installed and verified to produce drinking water within the state and federal drinking water standards. Homeowners that do not accept the offer of a Water Treatment System within two weeks will not receive further drinking water from AGC. AGC will be invoiced directly for the Water Treatment System and drinking water deliveries.

- e. For homes that accept the offer of a Water Treatment System, a licensed plumber will be dispatched to the home as soon as practicable to conduct an inspection. The plumber will enter the home only after the homeowner has signed a simple access agreement. Upon completion of the inspection, the licensed plumber will send a report of their inspection to the homeowner, the Juneau County Land and Water Department, and AGC. Any necessary well or plumbing repairs identified by the inspection are the responsibility of the homeowner, and it will be expected the homeowner contact AGC when the repairs are completed.
  - f. Homes with plumbing and wells meeting the requirements for a Water Treatment System will have a Water Treatment System installed by a professional installer as soon as practicable. After the installation of the Water Treatment System, the professional installer and the homeowner will together take a sample of the drinking water and provide their initials on the sample. The sample will then be tested by a DNR certified laboratory for nitrates. The results of the test will be shared with the homeowner, professional installer, and Juneau County Land and Water Department. If the test indicates nitrates are below 10 mg/L, drinking water deliveries will cease to the homeowner. If the test indicates nitrates are at or above 10 mg/L, AGC will continue to provide drinking water deliveries and work with the homeowner to ensure a Water Treatment System is installed that meets the state nitrate drinking water standard.
4. AGC shall have no legal, financial, contractual or other obligation with respect to the Water Treatment System 12 months after the installation of the Water Treatment System.
  5. **WDNR Obligations:** WDNR will serve as a communication liaison to update the U.S. Environmental Protection Agency as to the status of the Clean Drinking Water Plan. Monthly reports will be generated by AGC and sent to WDNR for the first six (6) months of the program. Further reporting will be evaluated at the end of the six (6) months.

### **C. General Conditions**

1. The Parties will each designate a representative to lead and coordinate implementation of this MOU, including communication, representation and participation.
2. **No Admission of Liability.**
  - a. The Parties acknowledge that this executed MOU presents a reasonable and voluntary approach providing clean drinking water for residents of the agricultural corridor of Juneau County;
  - b. All Parties understand, acknowledge and agree that this MOU is not to be construed as an admission of any liability, responsibility or wrongdoing whatsoever on the part of any party or its members, collectively or individually, any and all such liability is expressly denied and defenses expressly reserved.

3. Notice under this MOU shall be as follows:

- a. For AGC: [Insert Contact]
- b. For Juneau County: [Insert Contact]
- c. for WDNR: [Insert Contact]

4. This MOU is voluntary in nature and any party may withdraw from participation herein in the party's sole discretion and such withdrawal shall not affect the remaining parties' agreement to continue to perform hereunder or to terminate this MOU. The Parties further agree that this MOU may be amended in the future as necessary to implement the Clean Water Plan, but such amendment shall only be effective in a writing signed by all parties then participating and agreeing to be so bound.
5. By signing below, each signatory represents and warrants that he or she has the authority to enter into this MOU and to so bind the respective party. This may be executed in counterparts and as so executed shall constitute one agreement binding on the Parties. Delivery of an executed counterpart of this MOU by email or other electronic means will be equally as effective as delivery of a manually executed counterpart of this MOU.
6. This MOU is effective as of the date listed above, [Insert Date].

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF and intending to be legally bound, the Parties have caused this MOU to be executed by signature of their duly authorized respective representatives as of the Effective Date.

JUNEAU COUNTY, WISCONSIN

By: \_\_\_\_\_  
Juneau County Administrator

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_

ARMENIA GROWERS COALITION

By: \_\_\_\_\_